

EXHIBIT D

LABOR AND MATERIAL PAYMENT BOND (SURETY)

KNOW TO ALL BY THESE PRESENTS:

That _____
(full legal name and street address of Contractor)

as Contractor, hereinafter called Principal, and

(name and street address of bonding company)
as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawaii, are held and firmly bound unto the
_____ its successors and assigns, hereinafter called Obligees,
(State/County entity)
in the amount of _____
Dollars (\$ _____), to which payment Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the above-bound Principal has entered into a Contract with Obligees dated
_____ for _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a
part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall
promptly make payment to any Claimant, as hereinafter defined, for all labor and materials
supplied to the Principal for use in the performance of the Contract, then this obligation shall
be void; otherwise to remain in full force and effect.

1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of
time, alterations, or additions to the terms of the Contract, including the work to be
performed thereunder, and the specifications or drawings accompanying same, shall in any
way affect its obligation on this bond, and it does hereby waive notice of any such changes,
extensions of time, alterations, or additions, and agrees that they shall become part of the
Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or
materials to the Principal for the work provided in the Contract.

Every Claimant who has not been paid amounts due for labor and materials furnished
for work provided in the Contract may institute an action against the Principal and its Surety
on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised
Statutes, and have the rights and claims adjudicated in the action, and judgement rendered
thereon; subject to the Obligees' priority on the bond. If the full amount of the liability of the

Surety on the bond is insufficient to pay the full amount of the claims, then after paying the full amount due to the Obligee, the remainder shall be distributed pro rata among the Claimants.

Signed and sealed this _____ day of _____, _____.

(Seal) _____
Name of Principal (Contractor)

* _____
Signature

Title

(Seal) _____
Name of Surety

* _____
Signature

Title

*ALL SIGNATURES MUST BE
ACKNOWLEDGED BY A NOTARY PUBLIC